

## WARRANTY DEED

Know All Men By These Presents

**045110**

That **Monakar Limited Liability Company**, a Maine limited liability company, of Waterville, County of Kennebec and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid by **350 Kennedy Memorial Drive, Inc.**, a Maine corporation, with a mailing address of 738 Bark Street, Swansea, MA 02777, the receipt whereof it does hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL, AND CONVEY unto the said 350 Kennedy Memorial Drive, Inc., its successors and assigns forever, certain premises located in Waterville, County of Kennebec and State of Maine, and being more particularly bounded and described as follows, to wit:

A certain lot or parcel of land with the buildings thereon, situated in the City of Waterville, County of Kennebec, State of Maine, bounded and described as follows:

Starting at a granite bound on the easterly boundary of Airport Road, said granite being six hundred seven (607) feet, more or less, southerly of the south boundary of Kennedy Memorial Drive; thence deflecting easterly  $81^{\circ} 50'$  on a bearing of South  $53^{\circ} 20'$  East three hundred forty-seven (347) feet to a granite bound, said bound being the westerly corner of this parcel of land conveyed by the City of Waterville in Book 2039, Page 65; thence continuing in the same course one hundred seventy-three and forty-five hundredths (173.45) feet to a point; thence North  $28^{\circ} 30'$  East on a line parallel with Airport Road, four hundred one and seven tenths (401.7) feet to an iron pin on the easterly boundary of land now or formerly of Talma, Inc.; thence South  $52^{\circ} 59'$  West, four hundred fourteen and twenty-nine hundredths (414.29) feet to the point of beginning.

Meaning and intending to convey a triangular parcel of land totaling 0.79 acres abutting the southerly portion of the easterly boundary of land formerly of Talma, Inc.

ALSO another certain lot or parcel of land, with the buildings thereon, situated in the City of Waterville, bounded and described as follows:

Beginning at an iron pin in the southerly line of Kennedy Memorial Drive at the northwesterly corner of land now or formerly of Waterville City Motel, Inc., said iron pin marking the northeasterly corner of the herein described parcel; thence southwesterly in the westerly line of said Waterville City Motel and an extension thereof, a distance of seven hundred thirty-one and seventy-six hundredths (731.76) feet to a granite monument marking a corner of the property of the City of Waterville; thence northwesterly in the northerly line of said City of Waterville property a distance of forty-three and eight tenths (43.8) feet to an iron pin at the southeasterly corner of land now or formerly leased and occupied by James P. Barnett; thence northeasterly in said Barnett's easterly line a distance of six hundred fifty and six hundredths (650.06) feet to an iron pin in the southerly line of said Kennedy Memorial Drive; thence easterly in the southerly line of said Kennedy Memorial Drive a distance of three hundred sixty-seven and one hundredths (367.01) feet to the iron pin at the point of beginning. The westerly line of the above described parcel is parallel to and three hundred (300) feet easterly of the easterly line of the Airport Road, so-called.

BEING the same premises acquired by Monakar Limited Liability Company by Warranty Deed from R.E. Management, Inc. dated May 31, 1995 and recorded in the Kennebec County Registry of Deeds in Book 4901, Page 333.

SUBJECT, HOWEVER, to the following:

1. Rights and easements acquired by the State of Maine by virtue of a Notice of Layout and Taking dated October 29, 1958 and recorded in Book 1134, Page 102, as confirmed by Receipt and Confirmation of Taking dated March 17, 1959 and recorded in the Kennebec County Registry of Deeds in Book 1146, Page 22.

2. Rights and easements acquired by the State of Maine by virtue of a Notice of Layout and Taking dated May 18, 1960 and recorded in said Registry in Book 1193, Page 469.

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3. An easement for construction and maintenance of sewer line and restriction relative thereto, more fully described in a deed from the Inhabitants of the Municipality of Waterville to Waterville Sewerage District dated September 20, 1972 and recorded in said Registry in Book 1598, Page 762.

4. Rights reserved, covenants, agreements, and restrictions set forth in a deed from the Inhabitants of the Municipality of Waterville to Talma, Inc. dated September 1, 1977 and recorded in said Registry of Deeds in Book 2039, Page 65.

5. A Mortgage and Security Agreement to Banknorth, N.A. dated November 18, 2003, in the original principal amount of \$250,000 and recorded in said Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, which mortgage is not assumed and shall be paid by the Grantor.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said 350 Kennedy Memorial Drive, Inc., its successors and assigns, to it and its use and behoof forever.

AND it does COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all encumbrances, EXCEPT AS AFORESAID; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Monakar Limited Liability Company, has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Jibryne E. Karter, its Member thereunto duly authorized this 20<sup>th</sup> day of November, 2003.

Signed, Sealed and Delivered  
in the presence of

Monakar Limited Liability Company

William P. Dubord  
Witness

By: Jibryne E. Karter  
Jibryne E. Karter  
Its: Member

STATE OF MAINE  
County of Kennebec, ss.

Personally appeared before me on this 20<sup>th</sup> day of November, 2003, the above-named **Jibryne E. Karter**, its duly authorized Member of said limited liability company as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his capacity, and the free act and deed of said limited liability company.

Before me,

William P. Dubord  
Notary Public



WILLIAM P. DUBORD  
Attorney At Law  
Notary Public  
My Commission Expires 6/26/2008

RECEIVED KENNEBEC SS.

2003 DEC 22 AM 9:00

ATTEST: Barbara B. Borge  
REGISTER OF DEEDS